

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
ALEXANDRIA DIVISION

TERRY ADIRIM, M.D.,	:	
	:	
Plaintiff,	:	Civil Action
	:	No. 1:25-cv-00768-MSN-WBP
v.	:	
	:	May 5, 2025
U.S. CENTRAL INTELLIGENCE	:	11:53 a.m. - 12:33 p.m.
AGENCY, JOHN RATCLIFFE,	:	
IVAN E. RAIKLIN,	:	
	:	
Defendants,	:	
	:	
.....	:	

TRANSCRIPT OF MOTION HEARING
BEFORE THE HONORABLE MICHAEL S. NACHMANOFF,
UNITED STATES DISTRICT JUDGE

APPEARANCES:

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Proceedings reported by machine shorthand. Transcript
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1 THE COURTROOM DEPUTY: *Adirim v. U.S. Central*
2 *Intelligence Agency, et al.*, Case Number 25-cv-768. Will the
3 parties please note their appearances for the record.

4 MR. CARROLL: Kevin Carroll from the Fluet law firm
5 for Dr. Adirim.

6 THE COURT: Good morning.

7 MR. CARROLL: Good morning, Your Honor.

8 MS. WESNOUSKY: Good afternoon, Your Honor. Assistant
9 United States Attorney Carolyn Wesnousky representing the
10 Government Defendants CIA and Director Ratcliffe. Along with
11 me at counsel's table is my colleague Rebecca Levenson.

12 THE COURT: Good morning.

13 All right. Well, this matter was set down for a
14 hearing after the Court became aware that the case had been
15 filed after-hours on Friday. The Court entered an order
16 setting the matter for this hearing and entering an
17 administrative stay to maintain the status quo until we could
18 address the underlying issues. I want to thank the government
19 for being available on such short notice.

20 Have the parties discussed a schedule? I assume that,
21 perhaps, we won't reach the substance of the matter right now
22 unless the parties wish to do so. I have not received anything
23 in writing from the government -- and I don't fault them for
24 that; that was not ordered -- but has there been a discussion,
25 Mr. Carroll, with government counsel?

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1 MR. CARROLL: No, Your Honor. I spoke to the chief of
2 the civil division briefly on Friday, and we apologize again
3 for the Friday evening filing.

4 THE COURT: All right.

5 Ms. Wesnousky, is the government asking for an
6 opportunity to file a written submission?

7 MS. WESNOUSKY: Your Honor, I am prepared today to
8 discuss Plaintiff's motion in full. If Your Honor would like
9 something in writing, I'm happy to follow that up as well.

10 THE COURT: All right. Well, I will hear some brief
11 argument. I will tell you that I'm inclined to give the
12 government the opportunity to submit something in writing, but
13 this is the Eastern District of Virginia, and we can move
14 efficiently, so if we can resolve the matter today, we can. So
15 why don't we have a brief argument and then see whether or not
16 some supplemental briefing would be of assistance to the Court.

17 MS. WESNOUSKY: Okay. Thanks, Your Honor.

18 I just want to note at the outset, of course, this is
19 a very unique litigative context. We're dealing with an
20 application for a temporary restraining order, which is
21 extraordinary relief that is never ordered as of right, and the
22 plaintiff bears the very significant burden, especially here,
23 which is, essentially, an employment case when she can get full
24 relief should she ultimately prevail. And on the basis of her
25 complaint in her TRO application, she cannot bear this

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1 significant burden.

2 So Plaintiff currently has three claims against the
3 government for TRO relief. Two of these three claims are
4 out-and-out barred as a matter of law. So she has the Privacy
5 Act claim, the breach of contract claim, and the constitutional
6 due process claim.

7 Plaintiff's Privacy Act claim, she cannot get
8 injunctive relief under as a statutory matter. The statutory
9 subsection she has brought suit under does not provide for
10 injunctive relief.

11 Plaintiff's breach of contracts claim lies within the
12 exclusive jurisdiction of the Court of Federal Claims because
13 it is a breach of contract claim seeking in excess of \$10,000
14 against the United States.

15 And that leaves us with Plaintiff's constitutional due
16 process claim based on her termination. At bottom, Plaintiff
17 is essentially trying to shoehorn what is a contract claim into
18 a constitutional one, and that's based on, you know,
19 Plaintiff's own allegations, a contract that contains a clause
20 allowing for termination by either party for any reason within
21 30 days. And that simply doesn't work for a variety of factual
22 legal reasons, which I'm happy to get into here, and those make
23 it a very bad candidate for injunctive relief at the outset.

24 So turning to the standard for preliminary injunction
25 or temporary restraining order -- which is the same --

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1 Plaintiff, at the very least, cannot establish either clear
2 likelihood of success on the merits or irreparable harm.

3 For success on the merits, there are both factual and
4 legal reasons why Plaintiff cannot succeed. First, Plaintiff
5 doesn't have a cognizable constitutional claim as a matter of
6 law. Plaintiff concedes at the outset she has no property
7 interest in her employment and that her employment contract
8 allowed either party to terminate the contract for any reason.
9 Plaintiff is trying to get around this with a couple of
10 theories. Neither of them really hold any water.

11 First, Plaintiff says that the agency failed to follow
12 its own regulations. So even assuming that the failure to
13 follow an agency's own regulations is automatically a
14 constitutional due process problem, which it is not, the
15 plaintiff doesn't explain how the CIA failed to follow its own
16 regulations. In fact --

17 THE COURT: Well, let me ask you this question -- and
18 I'll ask Mr. Carroll as well -- there was another case
19 involving CIA employees that was before Judge Trenga; I take it
20 the government's view is that none of the regulations at issue
21 that were discussed in the subject of the ongoing litigation
22 and the TRO that was sought and relief that was granted are
23 applicable here? And, of course, I will ask Mr. Carroll. I
24 didn't see reference to those in this complaint, but I want to
25 make sure we're all on the same page with regard to whatever

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1 differences there may be between the two cases.

2 MS. WESNOUSKY: Yes, Your Honor. In fact, I have a
3 copy of the agency's termination regulations that were filed in
4 that case here, if Your Honor wishes to review them, and a copy
5 for Plaintiff's counsel as well. Those are not the same
6 provisions of that regulation at issue because the plaintiff
7 was a contract attorney -- excuse me -- she was a contract
8 employee. She is not governed by those same regulations that
9 those plaintiffs were. So the agency regulations for contract
10 employees allow -- the procedure for that termination is
11 essentially governed by the contract, and that's set forth in
12 the agency's regulation.

13 THE COURT: And that essentially is the 30 days that
14 was specified and referenced in the complaint, and that would
15 have started on April 4th and run out --

16 MS. WESNOUSKY: Yes.

17 THE COURT: -- on the 3rd?

18 MS. WESNOUSKY: Yes. And I'm happy to read this for
19 Your Honor right now. It says, "Procedures for termination
20 prior to expiration of contract. For contract employees, the
21 term clause of the contract relating to termination of
22 employment prior to the expiration of the contract will govern
23 termination."

24 So, essentially, the procedures that the plaintiff has
25 here, it's whatever is set forth in her contract.

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1 And the agency regulation also sets forth what the
2 plaintiff's appeal rights are; and in this case, there are
3 none. Contract employees have no right of appeal, and that's
4 in the agency regulation as well.

5 THE COURT: Thank you.

6 MS. WESNOUSKY: So as I was saying, there's no
7 indication here, based on Plaintiff's allegations and the
8 agency's regulations and the contract, that the agency in any
9 way failed to follow its own regulations.

10 Plaintiff's sort of next theory is that she was fired
11 as a result of defamation and, therefore, the reasoning for her
12 termination was unlawful and violated the covenant of good
13 faith and fair dealing. Plaintiff cites no authority for this
14 proposition whatsoever in her TRO application which, given that
15 it's her burden, is by itself sufficient to defeat that theory.
16 I personally am aware of no case law that states it's unlawful,
17 let alone unconstitutional, for an employer to rely on an
18 untrue statement to fire someone, especially pursuant to a
19 contract --

20 THE COURT: Well, would it depend on whether or not
21 the employer knew that the statement was untruthful? In other
22 words, being told something untruthful, acting upon it, and
23 then later discovering that the information was faulty is one
24 potential scenario. The other is being told something
25 untruthful, knowing it's untruthful, and then relying on it

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1 nonetheless to engage in the termination.

2 MS. WESNOUSKY: I hear the distinction, Your Honor.
3 I'm still struggling to fit that into the legal proposition,
4 which is that that turns it somehow into unlawful. It makes it
5 a bad reason to fire someone, but that does not make it an
6 unlawful reason to fire someone. The contract states they can
7 fire her for any reason. It doesn't state any "good" reason,
8 for example.

9 THE COURT: So let me ask you this -- and I think I
10 know the answer -- but if we were in a different employment
11 context and you had somebody who had some sort of improper
12 racial animus or animus based on gender, in violation of Title
13 VII or some other statutory duty, and that person then
14 influenced the employer to terminate based on their racial
15 animus or their gender discrimination, would that potentially
16 be a viable claim that it was an unlawful termination even
17 though the contract said they could be fired for any reason?

18 MS. WESNOUSKY: Absolutely, Your Honor, because that
19 would be a constitutional claim in itself of discrimination and
20 Title VII.

21 THE COURT: And your argument here is that there are
22 no such allegations by the plaintiff that she was terminated
23 because of a protected category that is protected by law?

24 MS. WESNOUSKY: Exactly. There's no allegation that
25 she was fired for a legal reason. It's that -- Plaintiff's

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1 theory is that she was fired based on the fact that Ms. Laura
2 Loomer didn't -- asked the president to fire her, for whatever
3 reason; maybe a bad reason, maybe a wrong reason, but not a
4 protected basis. There's no allegation that there was a
5 protected basis at play.

6 And I think it's important to think this through,
7 which is that accepting Plaintiff's theory here would allow any
8 public employee to invoke the Due Process Clause for a
9 termination simply anytime they disagreed with the rationale
10 for termination regardless of whether or not it was a protected
11 reason.

12 So Plaintiff's third theory is more insinuated at than
13 out and outright pled, is that the CIA fired her and defamed
14 her in the process by leaking to *Breitbart* that she was fired
15 for potentially illegal activity in connection with the COVID
16 vaccine. The Fourth Circuit does recognize the deprivation of
17 a liberty interest where the government fires an employee and
18 at the same time makes public statements stigmatizing that
19 employee, which sort of, in effect, makes them unemployable.
20 So the idea there is the employee is losing a liberty interest
21 in future employment because a public statement by the
22 government in conjunction with their firing about their
23 character makes them unhireable in the future. That's known as
24 "stigma-plus" under a long line of Fourth Circuit cases,
25 notably *Ridpath v. Board of Governors*. But there are many

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1 others within the Fourth Circuit that discuss this type of
2 liberty interest, but that's not this case, and the plaintiff
3 doesn't actually frame her claim that way.

4 Also, if you look at what Plaintiff's actual
5 allegations are, it's premised on this single *Breitbart*
6 article. And I don't know if Your Honor has actually had a
7 chance to read that article -- it wasn't attached to
8 Plaintiff's complaint -- but if you look at the actual language
9 of the article, all it says is, "Terry Adirim, a senior Central
10 Intelligence Agency official and former senior defense
11 official who played a pivotal and potentially illegal role in
12 the Biden Administration's military vaccine mandate, was
13 recently fired from the agency, a source has exclusively
14 revealed to *Breitbart News*."

15 So the theory here is that the source, I guess was
16 from the CIA, they told *Breitbart* not only that she was fired,
17 but that her activity with the vaccine mandate was potentially
18 illegal. I don't read the article that way. To me, it seems
19 like all the source said was this woman was fired, and then
20 *Breitbart* goes on to make what is actually a fairly nuanced
21 legal article about the memorandum that Dr. Adirim issued
22 allowing sort of -- requiring servicemembers to take
23 alternative vaccines as opposed to the FDA-approved vaccine.
24 So there's no actual overt, direct government statement that
25 the plaintiff had any sort of serious character flaw that would

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1 lead to her stigmatization, and that's what these Fourth
2 Circuit cases require in order to create a stigma-plus claim.
3 I'm not seeing here that this single sentence in the *Breitbart*
4 article is some type of public disclosure by the CIA that
5 satisfies the public disclosure standard required by the type
6 of claim. In fact, there's no indication who the source is,
7 let alone that the source revealed a reason for Dr. Adirim's
8 firing. So those are the legal reasons why Plaintiff doesn't
9 have any type of constitutional due process claim.

10 But second to that, there are a series of factual
11 reasons why Plaintiff is unlikely to prevail on her claim, and
12 that is because the underlying factual theory that the CIA
13 fired her because Ivan Raiklin told Laura Loomer to ask
14 President Trump to do so is incorrect. The CIA's decision to
15 terminate Dr. Adirim's contract had nothing to do with Laura
16 Loomer, with Ivan Raiklin, or with Dr. Adirim's role at the DoD
17 related to the COVID vaccines. I was able to speak with the
18 agency several times between when we received the complaint and
19 this morning, and what I've learned from the agency -- you
20 know, this is, of course, preliminary information, which is why
21 we weren't able to submit anything in writing to Your Honor
22 ahead of time, for which I apologize -- is that the CIA
23 actually began reviewing the circumstances of Dr. Adirim's
24 tenure and her onboarding well before this alleged April 2nd
25 White House meeting with Laura Loomer, and that review began

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1 weeks before the April 2nd meeting and didn't have anything to
2 do, again, with Loomer, Raiklin, or the COVID vaccinations.
3 Instead, that review indicated, among other things, that
4 Dr. Adirim was brought on board at the CIA in a leadership
5 position and began her role in the final weeks of the outgoing
6 administration. That raised concerns regarding whether
7 Dr. Adirim was the right officer for this important leadership
8 position that she occupied.

9 The review also included additional concerns regarding
10 Dr. Adirim, including multiple complaints by different CIA
11 officers of inappropriate conduct by Dr. Adirim during her
12 short tenure at the CIA. The CIA hasn't fully adjudicated or,
13 in fact, has not publicly disclosed these complaints by other
14 officers, and I'm doing so here now only in response to
15 Plaintiff's accusations of ulterior motives for the
16 government's termination of her contract. The combinations of
17 these concerns regarding Dr. Adirim's onboarding and the
18 multiple complaints regarding her conduct only months into her
19 new position led the CIA to exercise the termination provision
20 of her contract. That decision was communicated to Dr. Adirim
21 on April 4th, at which point she was put on administrative
22 leave for 30 days. The CIA is confident that the decision had
23 no connection to, again, Laura Loomer, her White House visit,
24 any tweets or public statements by Ms. Loomer or Mr. Raiklin,
25 or Dr. Adirim's role with respect to DoD's COVID vaccine

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1 policy; and given that, it's not plausible to believe that
2 Ms. Loomer asked President Trump to fire Dr. Adirim other than
3 the timing because, as Plaintiff notes, Ms. Loomer took public
4 credit for these other firings that allegedly occurred as a
5 result of her White House visit, was very publicly and vocally
6 proud of those firings, but has never, according to Plaintiff,
7 mentioned her own firing following the meeting. So those are
8 the reasons why Plaintiff's claim is unlikely to succeed on the
9 merits.

10 Turning to the irreparable harm prong, the Supreme
11 Court is very clear that injunctive relief is not appropriate
12 for the pending termination of a government employee. The
13 *Sampson* case from the Supreme Court sets forth there's a higher
14 standard for irreparable injury in those circumstances and that
15 loss of income and damage to reputation is not sufficient to
16 meet that standard. In fact, the *Sampson* court states that
17 injuries that can later be remedied by monetary damages are not
18 appropriate for injunctive relief. And that is all we're
19 looking at here. Plaintiff's injuries, which are essentially
20 the loss of her position and retirement benefits, can later be
21 remedied by monetary damages to the extent that Plaintiff is
22 successful in her claim, and the harm to her reputation is in
23 any case not actually irreparable future harm because to the
24 extent that has occurred, the cat's sort of already out of the
25 bag; the article has been published.

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1 And then I believe Plaintiff relies on a single case
2 for the proposition that irreparable harm here is available,
3 and that's the Roe case from the Fourth Circuit. The Roe case
4 was a very specific context where the Fourth Circuit found that
5 servicemembers who were HIV positive and were about to be
6 discharged from the military solely due to that status were
7 entitled to injunctive relief because of very specific
8 circumstances, which were that the injury of their discharge
9 was compounded by the stigma of people living with HIV and the
10 fact that a discharged servicemember would have to likely
11 reveal their underlying HIV condition if discharged to future
12 employers, which is something that could not later be remedied.
13 And that's just simply not the case in this instance. The
14 plaintiff here can seek remedy for the injuries she has
15 alleged; and, in fact, is doing so by pursuing, among other
16 things, defamation claims against the individual defendants.
17 And there's no reason to suggest, nor does she allege, that she
18 would have to reveal the *Breitbart* article or its supposed
19 reason for her termination in order to seek future employment.

20 THE COURT: Thank you very much.

21 Mr. Carroll.

22 MR. CARROLL: Thank you, Your Honor. Your Honor, good
23 morning and may it please the Court. Kevin Carroll from the
24 Fluet firm for Dr. Adirim.

25 Your Honor, obviously, we disagree with the

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1 government's analysis of the case here. Going through the four
2 requirements to get injunctive relief, as far as success on the
3 merits, I understand counsel's point that the Privacy Act
4 itself doesn't give somebody grounds for injunctive relief
5 alone, but the agency has very clearly violated the Privacy
6 Act. The fact that Dr. Adirim worked for the CIA, it is
7 contained in a work record, it's private, and it was somehow
8 shared with one of the other defendants in this case, Colonel
9 Raiklin, as was the fact of her termination. So, clearly,
10 someone at the CIA violated the Privacy Act by leaking both her
11 hiring and her firing to an outside party.

12 THE COURT: Help me understand the injunctive relief
13 part of it, though. I understand what you're saying about
14 believing that you have a claim that you wish to pursue. How
15 does that relate to needing injunctive relief or otherwise
16 pursuing that in the regular course of litigation, and if you
17 succeed receiving relief through --

18 (Crosstalk.)

19 MR. CARROLL: Sure, Your Honor. The crux of it is the
20 Fifth Amendment due process claim because the property interest
21 that Dr. Adirim has in not suffering, as counsel correctly put
22 it, stigma-plus from being fired pursuant to a statement that's
23 defamatory; not only false and defamatory, but the government
24 knows it's false and defamatory. There were statements made by
25 another one of the defendants in this case that the plaintiff

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1 was involved in genocide, in homicide, and so on and so forth
2 for her role in the coronavirus vaccination program, and we
3 believe -- and I'm happy to get into detail on this -- that
4 Dr. Adirim was fired from CIA because these statements were
5 passed on to the president by Dr. [sic] Loomer. You can't
6 unring the bell on being fired with stigma-plus, and that's why
7 we mention the Privacy Act as well. Somebody leaked the fact
8 that she was being fired to someone who had been making these
9 public claims that she was involved in, again, homicide,
10 genocide, the worst kind of defamatory, per se, activities.

11 I think the *Roe* case is spot on. It's an inconvenient
12 case for the government, but I think Dr. Adirim's case is even
13 stronger than that of plaintiffs in *Roe v. Department of*
14 *Defense*. If somebody applied to my law firm or the Department
15 of Justice or your chambers and said, Hey, I just medically got
16 out of the military because I'm HIV, but can I have a job, we
17 wouldn't hold that against them, right? But if somebody said,
18 you know, I'm applying for a job with chambers, with my law
19 firm, with DOJ because I was allegedly involved in illegal
20 activity, including homicide, of course, you wouldn't hire
21 them. So I think it's even more on point. The case is on
22 point, and it's even more severe than the harm suffered by the
23 airmen in *Roe* for the stigma-plus.

24 THE COURT: Let me just ask, to try and unpack this:
25 I understand your argument with regard to allegedly defamatory

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1 statements against the other defendants that aren't subject to
2 the TRO, but where in the complaint is the allegation that the
3 government was adopting the defamatory statements beyond the
4 connection that you are alleging is being made inferentially?

5 MR. CARROLL: Beyond the leak, the tweet immediately
6 after the *Breitbart* article came out by the president's son.
7 And the president's son, let's face it, has a large influential
8 role in this administration, so within moments of the *Breitbart*
9 article coming out, Donald Trump, Jr., tweets a clap emoji
10 about Dr. Adirim being fired pursuant to the defamatory
11 statements made by Defendant Raiklin and others. I think
12 that's the government --

13 As far as breach -- I mean, as far as getting a
14 preliminary injunction on breach, I know I probably wouldn't
15 get that, but I think that any --

16 THE COURT: Let me ask you, and I realize it's a
17 little unfair to the parties and to the Court because it hasn't
18 been briefed in advance, but do you have a response to the
19 argument that the breach of contract is not properly brought
20 here, that it needs to be brought in the Court of Claims?

21 MR. CARROLL: I understand the jurisdictional point,
22 but I think -- and, again, we got retained on Tuesday, we had
23 to file papers on Friday -- I think we wanted to mention the
24 three illegal things we think the government is doing here:
25 the violation of the Privacy Act, the Fifth Amendment, due

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1 process and liberty interest claim, and the breach of contract
2 claim.

3 And to your point -- and this was a point that was
4 made by Judge Trenga in the other CIA case -- you couldn't --
5 you know, no matter what kind of regulatory authority the CIA
6 director may claim or statutory authority he may claim, he
7 couldn't, you know, fire every African American member of the
8 CIA or something like that if he wanted to. And, similarly, I
9 think here he can't do it pursuant to a defamatory statement
10 that he knows to be false. And I think that saying that you
11 can fire somebody for any reason reasonably assumes we're
12 talking about legal reasons.

13 THE COURT: And this may lead us to, shortly, a
14 conclusion that we need a little bit further briefing on this
15 issue. I don't want to be precipitous in reaching any
16 conclusions. But I want to understand, first, where in the
17 complaint there is an allegation that the director knew that
18 these statements were false; and then, secondly, what legal
19 authority there is that relying on defamatory statements is
20 unlawful in the same way adopting racial discrimination or
21 racial animus would be, as conceded by the government and as
22 you've articulated.

23 MR. CARROLL: Your Honor, for the first question, as
24 to the evidence that Director Ratcliffe knew and this is why he
25 did this, we're just going by the TikTok [sic]. You have

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1 statements by Defendant Raiklin saying that the plaintiff is
2 involved in homicide and so forth. You have Laura Loomer meet
3 with the President of the United States. Hours afterwards, you
4 have Defendant Raiklin tweet [as said]: I greatly respect
5 Laura Loomer. The next day, a series of national security
6 officials, very senior national security officials -- the
7 director of the National Security Agency, a bunch of the senior
8 National Security Council staff -- all get fired. Hours later,
9 Laura Loomer claims credit for that. The next day, the
10 president admits that he discussed the terminations with Laura
11 Loomer. And then the next day -- or that same day that the
12 president said that, out of the blue, the plaintiff is fired;
13 and when she asked her supervisors twice, Why am I being fired,
14 the supervisors say they have no idea.

15 My mother said I was born at night, but not last
16 night. I think there's a connection between those things
17 happening, and I think discovery would show that, certainly,
18 word was passed from the White House to the CIA to terminate
19 Dr. Adirim.

20 Your Honor, as far as irreparable harm, again, I agree
21 with counsel that as far as the retirement benefits, that could
22 be taken care of in post-termination relief, but not the
23 stigma-plus. Being fired, you know, pursuant to these public
24 statements -- again, amplified by the son of the president of
25 the United States -- that the plaintiff was involved in

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1 genocide is irreparable harm.

2 The balance of the hardships here is wildly
3 unbalanced. The hardship to the government is paying three
4 more weeks or something like that of salary to the plaintiff,
5 whereas in addition to the stigma-plus, the damage to the
6 plaintiff is retirement benefits, you know, that she's worked
7 for for very many years in the federal government, as many of
8 us have.

9 And then, fourth, as to the public interest, you know,
10 the plaintiff served in a series of increasingly responsible
11 positions with Department of Health and Human Services,
12 Department of Veteran's Affairs, Department of Defense, up to
13 the Assistant Secretary of Defense level, and now in the senior
14 intelligence service role at CIA. I think there's a great
15 public interest in her continued service, and absolutely no
16 harm would come to the government from her staying on
17 administrative leave until she hits retirement in just a few
18 weeks.

19 Your Honor, again -- and to answer your other
20 question, as far as the case law saying that you can't fire
21 someone pursuant to a defamatory statement, that leads to a
22 Fifth Amendment liberty interest or due process interest claim.
23 Again, with apologies, we had to put these papers together in
24 pretty short order, so I didn't have a case citation for that.
25 I'm the counsel in that other CIA case, and that's what I took

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1 Judge Trenga's opinion from the bench to say. He hasn't come
2 out with his written memorandum and order yet. But my
3 understanding of what the Court said in that case was,
4 terminating all of these people who were involved in some
5 degree in diversity programs at CIA pursuant to a presidential
6 statement that they were involved in illegal activity was the
7 sort of stigma-plus thing that the Fourth Circuit found in
8 *Roe v. Department of Defense*, could lead to a Fifth Amendment
9 violation. And I think we're looking at the same thing here.
10 I guess I would cite to the transcript of his opinion from the
11 bench there, not being able to cite it to the Federal Reporter
12 yet.

13 THE COURT: Thank you.

14 I will hear very briefly from you.

15 MS. WESNOUSKY: I just wanted to respond, again
16 briefly, to some of the points Mr. Carroll made. I'm a little
17 frustrated to be before the Court at this early stage where the
18 plaintiff is asking for relief and admitting that, you know,
19 this complaint was rushed, only put together in a few days, and
20 that they don't necessarily have all the information yet but
21 they think it will come up through discovery. I mean, that's
22 not the burden -- the standard he needs to reach to get the
23 extraordinary remedy of injunctive relief. He needs to make a
24 clear showing now today that he is entitled to the relief he's
25 seeking.

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1 And when he's talking about the president's son's
2 tweet was a tweet to this *Breitbart* article, it makes no
3 mention of Mr. Raiklin's comments. It doesn't mention the word
4 "genocide"; it doesn't mention the word "mass murderer."
5 Literally, all it says is she played a pivotal and potentially
6 illegal role in the Biden Administration's military vaccine
7 mandate.

8 The alleged defamation that Mr. Raiklin committed,
9 that occurred months and months before this. That was, like,
10 October 2024. He went on the Roseann Barr podcast and spoke
11 about his opinions of Dr. Adirim and her conduct. There's no
12 link, really, between Mr. Raiklin's private views on Dr. Adirim
13 and Ms. Loomer, and there's no real connection in the complaint
14 between Ms. Loomer and Mr. Raiklin other than the fact --

15 THE COURT: What day was Ms. Loomer's meeting with the
16 president?

17 MS. WESNOUSKY: That was April 2, 2025.

18 THE COURT: And Dr. Adirim is alleged to have been
19 told she was being terminated on April 4th; is that correct?

20 MS. WESNOUSKY: Yes. I fully see that there is some,
21 unfortunately, coincidental timing, but I think at this stage,
22 that alone can't be relied on.

23 And, again, when we're talking about stigma-plus,
24 we're talking about defamation by the government, by the CIA
25 making a clear public statement saying that Dr. Adirim was

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1 fired because she engaged in potentially illegal activity and
2 is a war criminal. That's not what this article says. It's
3 not even close to what this article says. This says a source
4 said something that included that she was fired.

5 THE COURT: Let me be clear, because you asked the
6 Court a question earlier about whether the Court had read the
7 *Breitbart* article: Now, the *Breitbart* article is not attached
8 to the complaint, correct?

9 MS. WESNOUSKY: It is not.

10 THE COURT: It is referenced in the complaint.

11 MS. WESNOUSKY: Yes, which, I think, in itself is
12 telling because there's nothing there.

13 I think that's all I have, unless Your Honor has any
14 other questions.

15 MR. CARROLL: Just two points, Your Honor.

16 The reason I didn't attach the article as an exhibit
17 to the complaint is that the defamatory statement in the
18 article is in the tweet by the president's son and other tweets
19 saying that Dr. Adirim was fired for potentially illegal
20 activity. Now, is potentially illegal activity as severe a
21 statement as saying that somebody is involved in homicide? No.
22 But I don't think I would want to apply to the U.S. Attorney's
23 Office or an AUSA wouldn't want to apply to a law firm saying,
24 Yeah, I got fired from my last job for potentially illegal
25 activity. I mean, it's pretty serious.

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1 THE COURT: I understand. Anything else?

2 MR. CARROLL: Yes. And as far as what the connections
3 are between Laura Loomer and Ivan Raiklin, as was said in the
4 complaint, they went on tour together, so they're pretty
5 clearly close associates. They were on some speaking tour
6 together.

7 And, finally, Your Honor -- we can address this
8 after -- I have to put on the record the extraordinary tweets
9 that were made by one of the defendants -- not the government,
10 obviously -- this weekend about my client, about this court. I
11 mean, just some really appalling, shocking language, you know,
12 calling for violence against the plaintiff, tweets saying that
13 she needed to receive the maximum punishment under the law.
14 Mr. Raiklin has repeatedly accused her of treason, so that's,
15 obviously, death. He called for the castration of the deep
16 state. I guess that's me. He tweeted out your Wiki bio and, I
17 believe, photo, the date and time and place of this hearing.
18 That last part is fine. Again, this is just this weekend,
19 so that was (indecipherable) to the filing of the complaint.
20 Called for the plaintiff to receive the highest form of
21 punishment; and, again, this is in the context of him accusing
22 her of treason. He asked, "Why is this obese, genocidal,
23 treasonous monster still roaming the streets?" -- copying the
24 U.S. Attorney for this jurisdiction on the tweet -- suggesting
25 that she be livestreamed rated by the FBI, and saying that she

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1 should receive a million forcible vaccinations, which would
2 obviously result in death. You'd die if you took a million
3 aspirin.

4 So I just want to put on the record that Defendant
5 Raiklin, who's in the court today, is a member of the bar, is a
6 former commissioned officer in the United States Army. We'll
7 take this up with the bar. We'll take this up with his
8 employer. He's on the board of a charitable foundation. But I
9 just wanted to put it on the record in case the marshals wanted
10 to have a word with him. I knew when I clerked, if a defendant
11 in a case was calling for the death of a party-opponent, I
12 think the marshals service might have something to say about
13 it.

14 THE COURT: Just to be clear, everything that you've
15 just shared with the Court is not contained in the complaint,
16 correct?

17 MR. CARROLL: No. That was the defendant's response
18 to the complaint this weekend, by tweeting, including, I
19 believe, through this morning.

20 THE COURT: I understand.

21 MR. CARROLL: Thank you, Your Honor.

22 THE COURT: Well, this matter comes before the Court
23 on Plaintiff's TRO. And, again, I thank the government for
24 appearing today and being prepared on short notice. And,
25 frankly, I did not anticipate we would have a substantive

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1 discussion because I wanted to be sure to give both sides a
2 fair opportunity to be heard. I'm not prepared to rule right
3 now. I think there are enough things that the Court needs to
4 think about that it would benefit all of the parties and the
5 Court to set another hearing and to give the government an
6 opportunity to submit an opposition in writing and the
7 plaintiff to submit a reply. Both parties -- and it's not a
8 criticism -- have referenced matters that were unavailable to
9 the Court either because they occurred after the complaint was
10 filed or because the government has only recently been able to
11 speak with the agency about the underlying facts.

12 This is a TRO. We can address whether or not it's
13 converted to a preliminary injunction hearing now that the
14 parties are joined, but the Court certainly can consider facts
15 beyond the complaint for purposes of the TRO when appropriate,
16 and so to the extent the government wishes to file a response
17 that includes any affidavits or factual information rather than
18 simply taking it through counsel's proffer, I want to give the
19 government the opportunity to do so.

20 Likewise, Mr. Carroll, if you feel there are factual
21 matters that have arisen or that you think are relevant to the
22 issue of the extraordinary relief that you're seeking at this
23 time, I will give you a chance to submit that as well.

24 So let's set this matter for Friday at 10:00 p.m.
25 [sic]. It does not give anyone very much time, but I do want

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1 to be prompt in moving this forward.

2 Is there an objection to Friday?

3 MS. WESNOUSKY: Do you mean a.m., Your Honor?

4 THE COURT: Yes. Did I say "p.m."? I meant
5 10:00 a.m. We'll put it on the regular civil docket at
6 10:00 a.m.

7 I'm going to ask the government to submit its written
8 opposition tomorrow by noon. I realize that's a very short
9 amount of time, but I will say that I have listened carefully
10 to the government's argument. You do not need to repeat
11 everything that you have put in there; however, I would like
12 something a little bit more in detail on the issue of the Court
13 of Claims and the transfer of this matter, the government's
14 position on whether or not that can be segregated out and sent
15 to the Court of Claims, or whether it must be, or whether that
16 affects the remaining part of the case; and, of course,
17 Mr. Carroll, you can respond to that.

18 To the extent anything else needs to be addressed with
19 regard to injunctive relief under the Privacy Act, although
20 that issue has been discussed now, certainly, if there are any
21 statutory references the government wishes to include, I would
22 urge you to do that.

23 And then, finally, the issue regarding factual
24 information about whatever you think the Court should know
25 about when the CIA began its process of deciding to terminate

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1 the plaintiff in this case would be helpful for the Court to
2 see.

3 And, likewise, Mr. Carroll, I will let you file a
4 reply by noon the following day, and that way, I will have a
5 little bit of an opportunity to review this before our argument
6 on Friday morning.

7 So I will expect one brief tomorrow at noon from the
8 government and a reply on Wednesday, and then I will have
9 Thursday to review it, and we'll come back and resume this
10 matter. And I won't expect that we'll start at the beginning;
11 we'll just simply pick up to see whether there's any additional
12 argument that needs to be made before the Court rules. My
13 prior ruling will remain in effect with regard to the
14 plaintiff's position until the resolution of the TRO.

15 Is there anything else that I need to address with
16 regard to this matter today? Nothing from you, Mr. Carroll?

17 MR. CARROLL: No, Your Honor.

18 THE COURT: And nothing from the government?

19 MS. WESNOUSKY: No, Your Honor.

20 THE COURT: Thank you very much. Court will be in
21 recess.

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CERTIFICATE OF REPORTER

I, Diane Salters, hereby certify that the foregoing transcript is a true and accurate record of the stenographic proceedings in this matter.

/s/ Diane Salters

Diane Salters, CSR, RCR, RPR
Official Court Reporter